

A. G. Contract No. KR98 0894TRN
ADOT ECS File: JPA 98-75
Project: N-900-0-514/H4490 01C
Section: Jerome State Park

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE PARKS BOARD

THIS AGREEMENT is entered into 9 July, 1998,
between the agencies of the STATE OF ARIZONA, to wit, the DEPARTMENT OF
TRANSPORTATION (the "ADOT") and the ARIZONA STATE PARKS BOARD, acting by and
through its Executive Director (the "Parks Board").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The Parks Board is empowered by Arizona Revised Statutes Section 41-511.05 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Parks Board.

3. The ADOT and the Parks Board desire to construct roadway improvements to Jerome State Park, including improvements to park access and interior roads, at an estimated cost of \$1,450,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 22468
Filed with the Secretary of State
Date Filed: 07/09/98

Petrey Bayless
Secretary of State

By: Dicky D. Greenwood

II. SCOPE OF WORK

1. According to ADOT standards and specifications, and at its own cost, ADOT will design, call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. ADOT will be responsible for any contractor claims for extra compensation on the Project.

2. The work includes, but is not limited to improvements to park access and interior roads. The estimated cost of these improvements is \$1,450,000.00.

3. ADOT may acquire in the name of the Parks Board additional rights of way as may be required for the Project, and, the Parks Board hereby authorizes ADOT to condemn rights of way in the name of the Parks Board, as necessary to accomplish said acquisition(s). The Parks Board shall accept any right of way for the Project acquired by ADOT as part of the State Park system.

4. Upon completion and acceptance of the Project by ADOT, maintenance and operation of the Project within the park shall be the sole responsibility of the Parks Board.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.


6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Arizona State Parks Board
Facility Development Chief
1300 West Washington Street
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
State Parks Board

By 
KEN TRAVOUS
Executive Director


STATE OF ARIZONA
Department of Transportation

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 11th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Arizona State Parks Board for the purpose of defining responsibilities for the design, construction and maintenance of park interior roads at Jerome State Park.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0894TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE June 25, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13279

Enc.